

**Council on Postsecondary Education
June 20, 2013**

Kentucky Tuition Reciprocity Agreements

ACTION: The staff recommends that the Council approve the tuition reciprocity agreements with Ohio, Illinois, Tennessee, and West Virginia.

Tuition reciprocity agreements are arrangements between two or more states where the citizens of a defined region in one state can enroll at identified institutions (or in selected programs) in another state (and vice versa) for a reduced tuition charge and also may receive special treatment for admission purposes.

In general, the advantages of reciprocity agreements include:

- Broader access and opportunity for citizens in a region.
- Reduction in unnecessary duplication of academic programs.
- Cost reduction by utilizing academic programs in other states.

Currently, Kentucky has separate tuition reciprocity agreements with Ohio, Illinois, Tennessee, and West Virginia, in addition to the agreement with Indiana, which was renewed at the April 18, 2013, Council meeting. The Ohio, Illinois, Tennessee, and West Virginia agreements all expire June 30, 2013. Council staff has worked with its counterparts in these neighboring states and with participating Kentucky institutions to renegotiate these agreements in compliance with policies adopted by the Council. The proposed renewals have limited changes from agreements in past years.

Ohio Agreements (Attachments A1, A2, A3)

(Kentucky and Ohio have three separate agreements)

Agreement 1:

KY Institutions & Eligible OH Counties

Northern Kentucky University
Gateway Community & Technical College
Adams County, Brown County
Butler County, Clermont County
Clinton County, Fayette County*
Hamilton County, Highland County
Warren County

OH Institutions & Eligible KY Counties

Cincinnati State Technical & Community College
Clark State Community College
Southern State Community College
University of Cincinnati
Bracken County, Boone County, Campbell County
Carroll County Gallatin County, Grant County
Kenton County, Pendleton County

*Fayette County, OH, residents are not eligible at Gateway Community & Technical College.

Agreement 2:

KY Institutions & Eligible OH Counties

Ashland Community & Technical College

Morehead State University – Morehead

Morehead State University – Ashland

Adams County, Athens County,

Gallia County, Jackson County,

Lawrence County, Meigs County

Lawrence County, Lewis County

Pike County, Scioto County, Vinton County

OH Institutions & Eligible KY Counties

Ohio University – Athens

Ohio University – Southern

Rio Grande Community College

Shawnee State University

Southern State Community College

Boyd County, Carter County, Elliot County

Fleming County, Greenup County

Mason County, Rowan County

Agreement 3:

KY Institutions & Eligible OH Counties

Maysville Community & Technical College

Adams County, Brown County

Clermont County

OH Institutions & Eligible KY Counties

University of Cincinnati – Clermont College

Bracken County, Lewis County

Mason County, Robertson County

See the chart below for a comparison of fall enrollment.

| <u>Reciprocity Students</u> | <u>2009-10 Fall Headcount</u> | <u>2010-11 Fall Headcount</u> |
|---------------------------------|-----------------------------------|-----------------------------------|
| KY residents at OH institutions | 1,529 | 1,655 |
| OH residents at KY institutions | 1,133 | 1,272 |

The only change to the 2011-13 agreement is the addition of Industrial Design and Fashion Design programs to the list of programs approved for Kentucky reciprocity students. The new agreement is for two years and will expire June 30, 2015, unless renewed.

Illinois Agreement (Attachment B)

KY Institution & Eligible IL Counties

West Kentucky Community & Technical College

Alexander County, Massac County

Pulaski County

IL Institution & Eligible KY Counties

Shawnee Community College

Ballard County, Livingston County

McCracken County

See the chart below for a comparison of full time equivalent students and credit hours.

| <u>Reciprocity Students</u> | <u>2009-10 FTE</u> | <u>2009-10 Credit Hours</u> | <u>2010-11 FTE</u> | <u>2010-11 Credit Hours</u> |
|--------------------------------|------------------------|---------------------------------|------------------------|---------------------------------|
| KY residents at IL institution | 39 | 1,177 | 28 | 852 |
| IL residents at KY institution | 70 | 2,095 | 7 | 204 |

The Illinois renewal is for six years and will expire June 30, 2019.

Tennessee Agreement (Attachment C)

KY Institutions & Eligible TN Counties

Murray State University

Henry County, Obion County
Stewart County, Weakley County

Western Kentucky University

Macon County, Robertson County
Sumner County

Hopkinsville Community College

Montgomery County, Robertson County
Stewart County

Southeast Kentucky Community & Technical College

Campbell County, Claiborne County

Southcentral Kentucky Community and Technical College

Macon County, Robertson County
Sumner County

Somerset Community College

Scott County, Picket County
Clay County

TN Institutions & Eligible KY Counties

Austin Peay State University

Christian County, Logan County
Todd County, Trigg County

University of Tennessee at Martin

Fulton County, Hickman County
Graves County

Volunteer State Community College

Logan County, Simpson County
Allen County

See the chart below for a comparison of full time equivalent students and credit hours.

| <u>Reciprocity Students</u> | <u>2009-10</u> | | <u>2010-11</u> | |
|---------------------------------|----------------|---------------------|----------------|---------------------|
| | <u>FTE</u> | <u>Credit Hours</u> | <u>FTE</u> | <u>Credit Hours</u> |
| KY residents at TN institutions | 389 | 9,301 | 308 | 9,080 |
| TN residents at KY institutions | 1,585 | 47,124 | 1,599 | 49,574 |

The Tennessee renewal is for six years and will expire June 30, 2019.

West Virginia Agreement (Attachment D)

KY Institutions & Eligible WV Counties

Ashland Community & Technical College
Big Sandy Community & Technical College
Cabell County, McDowell County
Mingo County, Wayne County

WV Institutions & Eligible KY Counties

Marshall Community & Technical College
Southern W.V. Community & Technical College
Boyd County, Lawrence County
Martin County, Pike County

See the following chart for a comparison of student enrollment.

| <u>Reciprocity Students</u> | <u>Fall 2011</u> |
|---------------------------------|------------------|
| KY residents at WV institutions | 451 |
| WV residents at KY institutions | 240 |

The West Virginia renewal is for six years and will expire June 30, 2019.

The proposed agreements between Kentucky and Ohio, Illinois, Tennessee, and West Virginia are attached. Staff recommends that the Council approve these agreements as presented.

UNDERGRADUATE TUITION RECIPROCITY AGREEMENT

Northern Kentucky University
Gateway Community and Technical College
And
Cincinnati State Technical and Community College
Clark State Community College
Southern State Community College
University of Cincinnati

This tuition reciprocity agreement is entered into between the Kentucky Council on Postsecondary Education and the chancellor of the Ohio Board of Regents, Cincinnati State Technical and Community College, Clark State Community College, Gateway Community and Technical College, the Kentucky Community and Technical College System, Northern Kentucky University, Southern State Community College, and the University of Cincinnati, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this tuition reciprocity agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2013, through June 30, 2015, and may be renewed prior to June 30, 2015, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2015, to June 30, 2017.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove of the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the chancellor of the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents' Eligibility for Ohio Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates any resident of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati's two-year colleges (Clermont College, College of Applied Science, and Raymond Walters College) or at Cincinnati State Technical and Community College or at Clark State Community College or at Southern State Community College in the associate degree programs not specifically excluded from this agreement.

In this section, the word "program" only means an associate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

Majors and/or programs at the University of Cincinnati two-year colleges, Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this agreement are the following two-year programs otherwise offered at Northern Kentucky University:

- (1) Clermont College: Human/Social Services Technology and Criminal Justice Technology
- (2) College of Applied Science: no exclusions
- (3) Raymond Walters College: Radiological Technology
- (4) Cincinnati State Technical and Community College: no exclusions
- (5) Southern State Community College: no exclusions

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

The following major and/or program offered by Clark State Community College at Great Oaks Institute of Technology and Career Development in Cincinnati, Ohio, is included in the agreement:

- (1) Associate of Applied Business, with a major in Realtime Reporting with an option in Broadcast Captioning/CART

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following baccalaureate degree programs:

Architecture, Culinary Arts and Science, Digital Design, Engineering, Honors PLUS (see provision below), Horticulture, Radiation Science, Interior Design, Industrial Design, Fashion Design, and Urban Planning.

In conformance with the limitations set forth in the bulleted item below, admission to the Honors PLUS baccalaureate degree program in the College of Business, University of Cincinnati, is subject to the following provision:

- Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible Kentucky counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word “program” only means a baccalaureate degree program and the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

3. Ohio Residents’ Eligibility for Kentucky Baccalaureate Degree Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio with an associate degree from the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, or Southern State Community College, who enrolls and who satisfies all regular transfer admissions requirements (including those requirements of the specific program in which admission is sought) in Northern Kentucky University baccalaureate degree programs not specifically excluded from this agreement.

In this section, the word “program” only means a baccalaureate degree program and the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

The majors and/or programs at Northern Kentucky University excluded from this agreement are:

- a. Early Childhood Education
- b. Criminal Justice
- c. Environmental Science
- d. Nursing

Any major/program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

4. Ohio Residents’ Eligibility for Kentucky Associate Degree Programs

Gateway Community and Technical College agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Hamilton, Highland, and Warren Counties of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Gateway Community and Technical College.

All programs, excluding nursing, at Gateway Community and Technical College are included in the agreement.

5. Ohio Residents' Eligibility/Enrollment Limitations for Kentucky Programs

In conformance with the limitations set forth in the bulleted item below, admission to the Business Administration baccalaureate degree program in the College of Business, Northern Kentucky University, is subject to the following provision:

- Reciprocity for the College of Business, Business Administration program at Northern Kentucky University is limited to residents of the eligible Ohio counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word "program" only means a specific baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

6. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreements' amendment process, as listed above.

In this section, the word "program" may mean a workshop, a certificate program, an associate degree program, or a baccalaureate degree program.

7. Resident Status

- a. During the period of this agreement, the chancellor of the Ohio Board of Regents will consider residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties who attend the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, or Southern State Community College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, and Southern State Community College.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties who attend Northern Kentucky University or Gateway Community and Technical College under this agreement as qualifying for Kentucky resident tuition rates, and as reciprocity students for the purpose of allocating funds to Northern Kentucky University and Gateway Community and Technical College.

8. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

9. Notice, Application, and Waiver

The availability of reciprocity tuition rates under this agreement shall be advertised to applicants and/or to students of Cincinnati State Technical and Community College, Clark State Community College, Gateway Community and Technical College, Southern State Community College, Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by the respective institutions.

All students who want to receive reciprocity tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for the quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for reciprocity tuition rates under this agreement.

These processes will be written and shared with each institution as well as with the chancellor of the Ohio Board of Regents and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

In this section, the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

10. Annual Report

By June 30 of each year, Cincinnati State Technical and Community College, Clark State Community College, Gateway Community and Technical College, Northern Kentucky University, Southern State Community College, and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the chancellor of the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. Approval

This agreement is not effective unless and until approved by the chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

IV. Counterparts

This agreement may be executed in counterparts, each counterpart agreement shall be deemed an original, and all of which together shall constitute one in the same instrument.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGE**

STATE AGENCIES

Robert L. King, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

John Carey, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

Michael B. McCall, President
Kentucky Community & Technical College System

Signed: _____

Date: _____

INSTITUTIONS

Geoffrey Mearns, President
Northern Kentucky University

Signed: _____

Date: _____

Ed Hughes, President
Gateway Community and Technical College

Signed: _____

Date: _____

Santa J. Ono, President
University of Cincinnati

Signed: _____

Date: _____

O'dell M. Owens, President
Cincinnati State Technical and Community College

Signed: _____

Date: _____

Karen E. Rafinski, President
Clark State Community College

Signed: _____

Date: _____

Kevin Boys, President
Southern State Community College

Signed: _____

Date: _____

TUITION RECIPROCITY AGREEMENT

Ashland Community and Technical College
Morehead State University-Morehead
Morehead State University-Ashland
And
Ohio University-Athens
Ohio University-Southern
Rio Grande Community College
Shawnee State University
Southern State Community College

In an effort to increase the college going rate and postsecondary opportunities in an underserved Appalachian region, this tuition reciprocity agreement is entered into between the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, the chancellor of the Ohio Board of Regents, the Boards of Trustees of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this tuition reciprocity agreement is to expand postsecondary educational opportunities in the region while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the region without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2013, through June 30, 2015, and may be renewed prior to June 30, 2015, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for the term of July 1, 2015, to June 30, 2017.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove of the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the chancellor of the Ohio Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Ohio Programs

Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College agree to accept at Ohio resident tuition rates any resident of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason, and Rowan Counties of Kentucky who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

The following program from Southern State Community College is included in the agreement: Medical Assisting Program offered at Shawnee State University.

3. Ohio Residents Eligibility/Kentucky Programs

Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland agree to accept at Kentucky resident tuition rates any resident of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and Vinton Counties of Ohio who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

The following program from Morehead State University is excluded from the agreement: Master of Business Administration.

4. Resident Status

- a. During the period of this agreement, the chancellor of the Ohio Board of Regents will consider residents of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason and Rowan Counties who attend Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College under this agreement as qualifying for resident Ohio tuition and as Ohio residents for the purpose of allocating funds to Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College.

- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and Vinton Counties who attend Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland under this agreement as qualifying for resident Kentucky tuition and as Kentucky residents for the purpose of allocating funds to Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing academic standards and criteria of their institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the chancellor of the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. Approval

This agreement is not effective unless and until approved by the chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

IV. Counterparts

This agreement may be executed in counterparts, each counterpart agreement shall be deemed an original, and all of which together shall constitute one in the same instrument.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGES**

STATE AGENCIES

Robert L. King, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

John Carey, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

Michael B. McCall, President
Kentucky Community & Technical College System

Signed: _____

Date: _____

INSTITUTIONS

Kay Adkins, President
Ashland Community and Technical College

Signed: _____

Date: _____

Wayne Andrews, President
Morehead State University

Signed: _____

Date: _____

Roderick McDavis, President
Ohio University

Signed: _____

Date: _____

Barbara Gellman-Danley, President
Rio Grande Community College

Signed: _____

Date: _____

Rita Morris, President
Shawnee State University

Signed: _____

Date: _____

Kevin Boys, President
Southern State Community College

Signed: _____

Date: _____

TUITION RECIPROCITY AGREEMENT

Maysville Community and Technical College
And
University of Cincinnati – Clermont College

This tuition reciprocity agreement is entered into between the Kentucky Council on Postsecondary Education and the chancellor of the Ohio Board of Regents, the Kentucky Community and Technical College System, Maysville Community and Technical College, and the University of Cincinnati-Clermont College pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this tuition reciprocity agreement is to expand postsecondary educational opportunities in the northern Kentucky and southern Ohio area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of Clermont, Adams, and Brown Counties in Ohio and Mason, Bracken, Lewis, and Robertson Counties in Kentucky without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2013, through June 30, 2015, and may be renewed prior to June 30, 2015, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for the term of July 1, 2015, to June 30, 2017.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove of the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the chancellor of the Ohio Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents' Eligibility for Ohio Programs

The University of Cincinnati-Clermont College agrees to accept at Ohio resident tuition rates any resident of Bracken, Lewis, Mason, or Robertson Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati-Clermont College in the programs not specifically excluded from this agreement. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program.

3. Ohio Residents' Eligibility for Kentucky Programs

Maysville Community and Technical College agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, and Clermont Counties of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Maysville Community and Technical College in the programs not specifically excluded from this agreement. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program.

4. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreement's amendment process, as listed above. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program.

5. Resident Status

- a. During the period of the agreement, the chancellor of the Ohio Board of Regents will consider residents of Bracken, Lewis, Mason, and Robertson Counties who attend the University of Cincinnati-Clermont College under this agreement as qualifying for Ohio resident tuition rates and as Ohio residents for the purpose of allocating funds to the University of Cincinnati-Clermont College.
- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, and Clermont Counties who attend Maysville Community and Technical College under this agreement as qualifying for Kentucky resident tuition rates and as Kentucky residents for the purpose of allocating funds to Maysville Community and Technical College.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Maysville Community and Technical College and the University of Cincinnati-Clermont College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

8. Annual Report

By June 30 of each year, the Kentucky Community and Technical College System, Maysville Community and Technical College, and University of Cincinnati-Clermont College agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the chancellor of the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. Approval

This agreement is not effective unless and until approved by the chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

IV. Counterparts

This agreement may be executed in counterparts, each counterpart agreement shall be deemed an original, and all of which together shall constitute one in the same instrument.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGES**

STATE AGENCIES

Robert L. King, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

John Carey, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

Michael B. McCall, President
Kentucky Community and Technical College System

Signed: _____

Date: _____

INSTITUTIONS

Ed Story, President
Maysville Community and Technical College

Signed: _____

Date: _____

Santa J. Ono, President
University of Cincinnati

Signed: _____

Date: _____

RECIPROCITY AGREEMENT

West Kentucky Community and Technical College (Kentucky)
And
Shawnee Community College (Illinois)
2013-19

I. Parties

For Kentucky: Council on Postsecondary Education, West Kentucky Community and Technical College, and the Kentucky Community and Technical College System

For Illinois: Shawnee Community College

II. Purpose

The Commonwealth of Kentucky and Shawnee Community College desire to provide postsecondary opportunities for the residents of designated counties in both states in a way that will increase educational opportunities and benefits for participating students and provide an avenue for offering educational services in a cost-effective and cost-saving manner. Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying reduced tuition rates through an innovative and cost-effective reciprocity/"dual enrollment" (see note) provision. This agreement describes how both states provide such opportunities.

Note: Throughout this agreement, the term "dual enrollment" applies only to Shawnee Community College.

III. Period Covered By Agreement

July 1, 2013 - June 30, 2019

IV. Eligible Students

- A. To be eligible for reciprocal-dual enrollment tuition under the terms of this agreement, students must (1) reside in one of the counties designated as an eligible county, (2) be accepted by the eligible institution, (3) be approved for enrollment by the participating colleges, and (4) enroll at that institution.
- B. Eligible students may enroll in designated classes or programs offered by either of the participating colleges.
- C. Eligible students may enroll on a full-time or part-time basis.
- D. For Kentucky residents: eligible students will be charged the resident rate at Shawnee Community College. For Illinois residents: eligible students will be charged the resident tuition and fee rate at West Kentucky Community and Technical College.

- E. Eligible students from Illinois will be dually enrolled in parallel classes by Shawnee Community College. Such students will be claimed for enrollment purposes by Shawnee Community College. The procedures for accomplishing dual enrollment by Shawnee Community College will be simplified to the greatest extent possible. Reimbursement claims for dual-enrolled students will be made in accordance and compliance with existing procedures, rules, and guidelines that are in effect for Shawnee Community College. The concept of dual enrollment does not apply to West Kentucky Community and Technical College.

V. Terms Of Agreement

A. Shawnee Community College:

1. Will accept eligible students from the following Kentucky counties: Ballard, Livingston, and McCracken.
2. Will identify eligible courses and seek state approval of any courses not already approved.
3. Will enroll students designated as eligible for reciprocity/dual enrollment.

B. West Kentucky Community and Technical College:

1. Will accept eligible students from the following Illinois counties: Massac, Pulaski, and Alexander.

C. The Commonwealth of Kentucky and Shawnee Community College:

1. Will jointly monitor cross-border student flows under this agreement.
2. Will jointly designate those classes and programs in which students can enroll at the participating institutions.
3. Will meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

D. Shawnee Community College and West Kentucky Community and Technical College:

1. Will treat eligible students as reciprocity students when assessing tuition and fees.
2. Will treat eligible students as in-state students for admission and placement purposes.
3. Will treat eligible students as in-state students with respect to registration, refunds, student records, and academic advising.
4. Will assist with the record-keeping necessary to monitor cross-border student flows and will report data as deemed necessary by the Kentucky Council on Postsecondary Education and the Illinois Community College Board.
5. Will continue to report eligible students as out-of-state students when reporting enrollment data to the Kentucky Council on Postsecondary Education and the Illinois Community College Board based upon existing reporting requirements.
6. Are responsible for direct instructional costs.

7. Will maintain separate transcripts and/or student files for all participating students.
8. Will meet periodically with the appropriate state higher education agency to discuss the agreement and its impact and to recommend changes as might be appropriate.

VI. Termination Or Renewal Of Agreement

- A. This agreement will begin on July 1, 2013, and end June 30, 2019.
- B. The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.
- C. The parties may amend the agreement in the following manner:
 1. Amendments must be presented to each of the parties of this agreement for their consideration.
 2. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove of the proposed amendment to the agreement.
 3. The responses will be sent to all parties in the agreement.
 4. After 60 days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.
- D. Any party to the current agreement must notify the other parties of its intention to renew, or not to renew, by January 1, 2019.
- E. This agreement may be terminated by any party as of June 30th of any year, provided that the party electing to terminate has delivered written notice of such intention to terminate to the other parties by the preceding January 1st.
- F. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

VII. Counterparts

This agreement may be executed in counterparts, each counterpart agreement shall be deemed an original, and all of which together shall constitute one in the same instrument.

VIII. Signatures

Robert L. King
President
Kentucky Council on Postsecondary Education

Tim Bellamey
President
Shawnee Community College

Michael B. McCall
President
Kentucky Community and Technical College System

Barbara Veazey
President
West Kentucky Community and Technical College

TUITION RECIPROCITY AGREEMENT

Kentucky and Tennessee 2013-19

I. Parties

For Kentucky: Council on Postsecondary Education, Murray State University, Western Kentucky University, and the Kentucky Community and Technical College System

For Tennessee: Tennessee Higher Education Commission, the University of Tennessee, and the Tennessee Board of Regents

II. Purpose

The Commonwealth of Kentucky and the State of Tennessee desire to provide postsecondary opportunities for the residents of designated counties in both states.

Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying the tuition rate charged to residents of that state.

III. Period Covered By Agreement

July 1, 2013 - June 30, 2019

IV. Eligible Students

To be eligible for reciprocal tuition under the terms of this agreement, students must (1) reside in one of the counties designated as an eligible county, (2) be accepted by the eligible institution, and (3) enroll at that institution.

- A. Eligible students may enroll in any program (undergraduate or graduate) offered by the eligible institution.
- B. Eligible students may enroll on a full-time or part-time basis.
- C. Part-time students enrolled exclusively in online courses are not eligible to participate under reciprocity.
- D. In the remainder of this document, eligible students are called "reciprocity students."

V. Terms Of Agreement

- A. The State of Tennessee:
 - 1. Has identified eligible Tennessee institutions and Kentucky counties as provided in the Tennessee Code Title 49, Chapters 8 and 9. (See Appendix A.)
- B. The Commonwealth of Kentucky:
 - 1. Will agree to a list of eligible counties consisting of Tennessee counties bordering Kentucky and lying wholly or in part within 30 miles of the county of the eligible Kentucky institution. (See Appendix A.)
- C. The Commonwealth of Kentucky and the State of Tennessee:
 - 1. Will jointly monitor cross-border student flows under this agreement.
 - 2. Will meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.
- D. Each designated public postsecondary institution:
 - 1. Will treat reciprocity students as in-state students for admission and placement purposes.
 - 2. Will treat reciprocity students as in-state students with respect to registration, refunds, student records, and academic advising.
 - 3. Will assist with the record keeping necessary to monitor cross-border student flows and will report data as deemed necessary by the Kentucky Council on Postsecondary Education and the Tennessee Higher Education Commission.
 - 4. Will continue to report reciprocity students as out-of-state students when reporting enrollment data to the Kentucky Council on Postsecondary Education and the Tennessee Higher Education Commission based upon existing reporting requirements.
 - 5. Will meet periodically with the appropriate state higher education agency to discuss the agreement and its impact and to recommend changes as might be appropriate.

VI. Termination Or Renewal Of Agreement

- A. This agreement will begin on July 1, 2013, and end June 30, 2019, unless mutual agreement exists to renew for the following one-year period.
- B. This agreement is subject to review and revision on an annual basis. Any party must notify the other parties by January 1 of its intention to change any term of the agreement to be effective the following July 1.
- C. This agreement may be terminated by action of the Kentucky Council on Postsecondary Education or the Tennessee Higher Education Commission. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs at the resident rate of tuition so long as they maintain continuous enrollment.

VII. Signatures

Robert L. King Date
President
Kentucky Council on Postsecondary Education

Richard G. Rhoda Date
Executive Director
Tennessee Higher Education Commission

Randy Dunn Date
President
Murray State University

Charles Manning Date
Chancellor
Tennessee Board of Regents

Gary Ransdell Date
President
Western Kentucky University

John Petersen Date
President
University of Tennessee System

Michael B. McCall Date
President
Kentucky Community and Technical College System

APPENDIX A

ELIGIBLE INSTITUTIONS AND COUNTIES

Kentucky Institutions and Tennessee Counties

Murray State University
Henry County
Obion County
Stewart County
Weakley County

Western Kentucky University
Macon County
Robertson County
Sumner County

Hopkinsville Community College
Montgomery County
Robertson County
Stewart County

Southeast Kentucky Community and Technical College
Campbell County
Claiborne County

Southcentral Kentucky Community and Technical College
Macon County
Robertson County
Sumner County

Somerset Community College
Scott County
Picket County
Clay County

Tennessee Institutions and Kentucky Counties

Austin Peay State University
Christian County
Logan County
Todd County
Trigg County

University of Tennessee at Martin
Fulton County
Hickman County
Graves County

Volunteer State Community College
Logan County
Simpson County
Allen County

TUITION RECIPROCITY AGREEMENT

**Ashland Community and Technical College
Big Sandy Community and Technical College
And
Southern West Virginia Community and Technical College
Marshall Community and Technical College
2013-19**

I. Parties

Under the provisions of Section 18-B-4-3 of the West Virginia Code, Section 164.020 of the Kentucky Revised Statutes, and in compliance with rules and procedures of the West Virginia Council for Community and Technical College Education, the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, Ashland Community and Technical College, Big Sandy Community and Technical College, Marshall Community and Technical College, and Southern West Virginia Community and Technical College, the following agreement is entered into between the Kentucky Council on Postsecondary Education and the West Virginia Council for Community and Technical College Education, and between Ashland Community and Technical College and Big Sandy Community and Technical College of the Kentucky Community and Technical College System and Marshall Community and Technical College and Southern West Virginia Community and Technical College.

II. Purpose

The purposes of this tuition reciprocity agreement are to (1) improve the lower division post high school educational advantages to residents of Boyd, Lawrence, Martin, and Pike Counties in Kentucky and Cabell, McDowell, Mingo, and Wayne Counties in West Virginia; (2) minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint education efforts; and (3) promote the maximum use of existing educational facilities and address the problems of enrollment fluctuations and fiscal constraints at both institutions.

III. Period Covered By Agreement

July 1, 2013 - June 30, 2019

IV. Terms

The provisions of this agreement shall be effective beginning July 1, 2013, and expire on June 30, 2019, and will commence with any registration after the effective date. Students who are enrolled under the provisions of the agreement may continue to attend the selected colleges at the reciprocity rates for a period of two years subsequent to termination of the agreement. The agreement shall be subject to review and revision on an annual basis.

V. Eligible Students

Ashland Community and Technical College and Big Sandy Community and Technical College agree to accept at the resident rate any resident of Cabell, McDowell, Mingo, or Wayne Counties of West Virginia wishing to enroll for whom space is available and who satisfies all regular in-state admission requirements of Ashland Community and Technical College and Big Sandy Community and Technical College.

Marshall Community and Technical College and Southern West Virginia Community and Technical College agree to accept at the resident rate any resident of Boyd, Lawrence, Martin, or Pike Counties of Kentucky wishing to enroll for whom space is available and who satisfies all regular in-state admissions requirements of Marshall Community and Technical College and Southern West Virginia Community and Technical College.

VI. Termination Or Renewal Of Agreement

This agreement shall be reviewed annually and may be considered for termination or modification for cause at the request of either participating institution, the West Virginia Council for Community and Technical College Education, or the Kentucky Council on Postsecondary Education.

Ashland Community and Technical College, Big Sandy Community and Technical College, Marshall Community and Technical College, and Southern West Virginia Community and Technical College agree to provide on an annual basis to the Kentucky Council on Postsecondary Education and the West Virginia Council for Community and Technical College Education reports on the enrollment and program implications of the agreement on forms prescribed for the purpose by these state agencies.

VII. Signatures

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|---|------|
| Robert L. King President, Kentucky Council on Postsecondary Education | Date |
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| Jim L. Skidmore Chancellor, West Virginia Council for Community and Technical College Education | Date |
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| Michael B. McCall President, Kentucky Community & Technical College System | Date |
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|---|------|
| Bob Hayes Interim President, Marshall Community & Technical College | Date |
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| Kay Adkins President, Ashland Community & Technical College | Date |
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|---|------|
| Joanne J. Tomblin President, Southern West Virginia Community & Technical College | Date |
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|---|------|
| George D. Edwards President, Big Sandy Community & Technical College | Date |
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